

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,**

Plaintiff,

v.

**CASE NO.: 1:02 CV 0650
HON. RICHARD ALAN ENSLEN
Magistrate Judge Ellen S. Carmody**

MEIJER STORES LIMITED PARTNERSHIP,

Defendant.

Stacie R. Behler (P53639)
Jeffrey S. Rueble (P34570)
Meijer - Legal Department
2929 Walker Avenue, N.W.
Grand Rapids, MI 49544
(616) 791-5851
Attorneys for Defendant

Adele Rapport (P44833)
Stanley H. Pitts (P33519)
Omar Weaver (P58861)
Equal Employment Opportunity Commission
Detroit District Office
477 Michigan Avenue, Room 865
Detroit, MI 48226
(313) 226-3407
Attorneys for Plaintiff

CONSENT DECREE

This matter is before the Court for entry of this judgment by consent of the parties in order to effectuate a compromise and settlement of all claims. After careful review and consideration, the Court believes that entry of this judgment is in the interest of justice.

1. Plaintiff, the United States Equal Employment Opportunity Commission ("the Commission"), commenced the above-entitled action on September 6, 2002, in the United States District Court for the Western District of Michigan, Southern Division, alleging that the Defendant Meijer Stores Limited Partnership ("Meijer"), engaged in discriminatory employment practices in violation of Title VII of the Civil Rights Act of 1964 ("Title VII"), as amended, by refusing to provide a reasonable accommodation to the religious practices of Debra Kerkstra, who follows the Christian Reformed religion, and by discharging Kerkstra because of her religious beliefs conflicted with an employment requirement.
2. Defendant, Meijer, denies all allegations pertaining to unlawful employment practices alleged in the Commission's Complaint.
3. As a result of settlement discussions, the Commission and Meijer have resolved their differences and have agreed that this action should be settled by entry of this Consent Decree. It is the intent of the parties that this Consent Decree be a final and binding settlement in full disposition of any and all claims alleged against Meijer or which might have been alleged against Meijer in the Complaint filed on behalf of Charging Party Debra Kerkstra.
4. All parties understand and agree that Debra Kerkstra must execute a separate release before payment to her of the funds described in paragraph 14 will be provided.

STIPULATED FACTS

5. The Commission is the agency of the United States government authorized by Title VII to investigate allegations of unlawful employment discrimination based on religion, to bring civil actions to prohibit unlawful practices, and to seek relief for individuals affected by such practices.

6. Meijer is an employer engaged in an industry affecting commerce within the meaning of Section 701(b), (g), and (h) of Title VII, 42 U. S. C. Section 2000e-(b), (g), and (h). Meijer has continuously had and does now have at least fifteen (15) employees.
7. Pursuant to Title VII, the parties acknowledge the jurisdiction of the United States District Court of the Western District of Michigan (Southern Division) over the subject matter and of the parties to this case for the purpose of entering this Decree and, if necessary, enforcing this Decree.
8. Venue is appropriate in the Western District of Michigan (Southern Division). For purposes of this Decree and any proceedings related to this Decree only, Meijer agrees that all statutory conditions precedent to the institution of this lawsuit and the Complaint against Meijer have been fulfilled.
9. Meijer has a longstanding, published EEO policy in place, which governs the terms and conditions of employment within all of its stores.

FINDINGS

10. Having examined the terms and provisions of the Consent Decree and based on the pleadings, records, and stipulations of the parties, the Court finds the following:
 - A. The Court has jurisdiction over the subject matter of the action and the parties to this action.
 - B. The terms and provisions of this Consent Decree are fair, reasonable, and just. The rights of Meijer and the Commission, and those for whom the Commission seeks relief are protected adequately by this Decree.
 - C. This Consent Decree conforms with the Federal Rules of Civil Procedure and Title VII, and is not in derogation of the rights and privileges of any person. The entry of this Consent Decree will further the objectives of Title VII and other

applicable law and will be in the best interests of the parties and those for whom the Commission seeks relief.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

NON-ADMISSION

11. By entering into this Decree, Meijer does not admit any wrongdoing or violation of Title VII. The entry of this Decree shall not be construed as an admission by the Commission that any claim asserted by it in this action was not valid or that any defense asserted by Meijer was valid.

NON-DISCRIMINATION

12. Meijer, its officers, agents, employees, successors, assigns and all persons in active concert or participation with them or any of them shall comply with the provisions of Title VII, 42 U. S. C. §2000e, et seq., with regard to discrimination on the basis of religion.

NON-RETALIATION

13. Meijer shall not take any action against any person, including but not limited to Charging Party Debra Kerkstra, which constitutes intimidation, retaliation, harassment or interference with the exercise of such person's rights under Title VII because of the filing of charges of discrimination with the Commission, which forms the basis for the present case, or because such person gave testimony or assistance or participated in any manner in any investigation or proceeding in connection with this case under Title VII.

MONETARY COMPENSATION

14. Meijer shall pay monetary compensation to Debra Kerkstra in the amount of Twenty Two Thousand Dollars (\$22,000.00), less any applicable state and federal withholding

amounts. This monetary compensation shall be paid in one check made payable to Debra Kerkstra, 3968 121st Avenue, Allegan, MI 49010. Meijer shall mail this payment to Debra Kerkstra by certified mail within fourteen (14) days after this Consent Decree has been entered by the Court. Within sixty (60) days of this payment, Meijer shall send a photocopy of the check sent to Debra Kerkstra, along with a photocopy of the certified mail receipt, to the Commission's attorney of record.

POLICY

15. Pursuant to Meijer's existing EEO policy, Meijer agrees to modify its existing policy regarding religious discrimination and adopt a procedure pertaining to religious accommodation. This adopted procedure will direct team members with religious accommodation concerns to contact their First Assistant regarding same. If a resolution can not be achieved, this modified procedure will then direct the First Assistant to consult with the Unit Director. If a resolution is still not achieved, the Unit Director will be directed to contact the appropriate Human Resources Personnel to obtain advice and guidance about Title VII and accommodation of religious requests.
16. Meijer will identify within the company's religious accommodation policy, that there are many methods of attempted accommodation, including the possibility of shift trades between employees within the same department, classification, and unit if appropriate. Such trades remain within the sole discretion of the Team Leader, Store Director, and/or Human Resources Personnel and will be determined, as necessary, on a case by case basis.
17. Meijer agrees to publish, company-wide, the adopted written religious accommodation procedure in the manner that it customarily publishes similar policies and procedures.
18. Meijer agrees to provide the Commission with a copy of its written religious

accommodation policy, within ten (10) days, once it is finalized, adopted, and published.

TRAINING

19. Meijer agrees that, consistent with its modified procedure regarding religious discrimination and the adoption of a religious accommodation policy, Meijer will inform all Unit Directors, Team Leaders and Lines Leaders about the details of the modified procedure for handling team member concerns regarding religious accommodation and discrimination in the same manner it customarily informs such people of similar policies and procedures. Additionally, Meijer shall provide an additional training program to all of its Labor Relations, Team Relations and Office Management and Professional (OMP) Relations Directors, Managers and Specialists (“Human Resources Personnel”). This training will update these individuals on the requirements of the federal equal employment opportunity laws, including Title VII of the Civil Rights Act of 1964, as amended. The training may consist of oral, written and/or video presentations. It should include information regarding the requirements of Title VII including that employers not discriminate against individuals with respect to any terms, conditions, opportunities or privileges of employment or otherwise affect his or her employment status on the basis of religion. Human Resources Personnel shall be trained in providing reasonable accommodation to the religious beliefs of employees. This training is to be conducted by Meijer’s in-house legal counsel.
20. Meijer agrees to provide the Commission's counsel of record with sign-in sheets reflecting the name and job title of all Human Resource Personnel participating in the above described training. Such training shall be completed not more than one hundred twenty (120) days after entry of this Consent Decree by the Court. Upon completion of this training, Meijer shall certify to the Commission that the above referenced training

was undertaken and shall provide the Commission with the sign-in sheet mentioned above. Further, Meijer agrees to provide the same training to Human Resource Personnel who are newly hired, promoted, or transferred into the position within sixty (60) days of hire/promotion/transfer.

20. Meijer agrees that it will also reasonably accommodate religious beliefs of employees through other policies and procedures.

POSTING OF NOTICE

21. Meijer agrees that it shall post copies of the Notice attached as Exhibit 1 at all of its stores. The Notice shall be posted in a conspicuous location where employee notices are posted. It shall be posted for one (1) year from the date this Decree is entered by the Court. Should the posted Notice become defaced, marred or otherwise made unreadable, Meijer agrees to post a readable copy of the Notice as soon as practical thereafter.

DURATION

22. The injunctive provisions of this judgment shall remain in full force and effect for one (1) year and shall expire at the first anniversary of the entry of this Decree.

COVERED LOCATIONS

23. The provisions of this Consent Decree and Meijer's adopted procedure regarding religious accommodation shall apply to all Meijer stores throughout Michigan, Ohio, Indiana, Illinois, and Kentucky.

DISPUTE RESOLUTION AND COMPLIANCE

24. The Court shall retain jurisdiction and will have all available equitable powers, including injunctive relief, to enforce this Decree, including the Release and Waiver and its terms as signed by Debra Kerkstra. Upon motion of either party, the Court may schedule a hearing for the purpose of reviewing compliance with this Decree. The parties shall

engage in a good faith effort to resolve any dispute as to compliance prior to seeking review by the Court, and shall be required to give notice to each other thirty (30) days before moving for such review. All parties may conduct expedited discovery under the Federal Rules of Civil Procedure for purposes of determining compliance with this Decree or defending against a claim of non-compliance, with thirty (30) business days notice for depositions, entry to premises and access to documents and, with thirty (30) business days for responses to written discovery.

MISCELLANEOUS

25. Except as expressly provided herein, all parties shall bear their own costs and expenses of litigation, including attorney fees.
26. This Consent Decree constitutes the entry of final judgment, within the meaning of Rule 54 of the Federal Rules of Civil Procedure, on all claims asserted in or which might have been asserted in this action. This court retains jurisdiction over this matter, however, for the purpose of entering appropriate orders interpreting and enforcing this judgment.
27. If any provision(s) of this Consent Decree is found to be unlawful, only the specific provision(s) in question shall be affected and the other provisions will remain in full force and effect.
28. The terms of this Consent Decree are and shall be binding upon the present and future owners, officers, directors, employees, creditors, agents, trustees, administrators, successors, representatives, and assigns of Meijer.
29. This Consent Decree, together with the exhibit so attached, constitutes the entire agreement and commitments of the parties. Any modifications to this Decree must be mutually agreed upon and memorialized in a writing signed by Meijer and the Commission.

30. When this Consent Decree requires or permits the submission by Meijer of any documents to the Commission, if not otherwise indicated in the Decree, they shall be mailed by certified mail to Adele Rapport, Regional Attorney, EEOC, Detroit District Office, 477 Michigan Avenue, Room 865, Patrick V. McNamara Building, Detroit, Michigan 48226.

**EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION**

By: *Adele Rapport*
ADELE RAPPORT (P44833)
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Dated: 7/1/03

**MEIJER STORES
LIMITED PARTNERSHIP**

By: *SRB*
STACIE R. BEHLER (P53639)
Senior Counsel

JEFFREY S. RUEBLE (P34570)
Assistant General Counsel

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(616) 791-5851

Dated: 7/2/03

IT IS SO ORDERED:

Dated: July 9, 2003

/s/ Richard Alan Enslin
HONORABLE RICHARD ALAN ENSLEN
United States District Judge

EXHIBIT 1

NOTICE

This Notice is being posted as part of a Settlement Agreement between Meijer Stores Limited Partnership and the United States Equal Employment Opportunity Commission, and to inform you of your rights guaranteed by the federal law under Title VII of the Civil Rights Act of 1964, 42 U. S. C. Section 2000e, et seq. ("Title VII").

Title VII prohibits discrimination against any employee on the basis of religion with regard to any term or condition of employment including hiring, layoff, recall, promotion, discharge, pay, and fringe benefits or in retaliation for the opposition to unlawful employment practices. Title VII also requires an employer to accommodate an employee's or prospective employee's religious observance or practices unless the employer demonstrates that it is unable to do so without undue hardship on the conduct of the employer's business.

The United States Equal Employment Opportunity Commission is the federal agency which investigates charges of unlawful employment discrimination and, if necessary, brings lawsuits in federal court to enforce the employment provisions of Title VII.

Meijer Stores supports and will continue to comply with this federal law in all respects and will not take any action against any employees because they have exercised their rights under this law.

Dated: _____

By: _____
Meijer Stores Limited Partnership